



Notice of Contract Purchase Agreement

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	26781 LENOVO INC 404 WYMAN ST WALTHAM, MA 02454		COMPUTER HARDWARE (MPA #345)		
			Award Number 3010072	Effective Period: 01-OCT-06 - 31-OCT-07	
S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States		Date: 06-OCT-06 Buyer: L Roche Shipping: Paid Terms: NET 30	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
Department			Type of Requisition	Bid Number	Requisition Number
				N/A	

PO #68M00315515 DATED 10/28/04 IS CANCELLED.

VENDOR NAME CHANGED:
FROM: IBM CORPORATION
TO: LENOVO, INC.

PO #3010072 DATED 10/6/06 REPLACES PO #68M00315515 AND IS ISSUED TO LENOVO, INC. FOR THE REMAINDER OF THE CONTRACT.
11/1/04 - 10/3/106 WITH OPTION TO RENEW FOR THREE (3) ADDTIONAL (1) ONE YEAR PERIOD.

COMPUTER HARDWARE (PER ATTACHED SPECIFICATIONS)

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

- Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain shipping information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain billing information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Agreement of Contract Pricing, Service Requirements, Terms and Conditions

State of Rhode Island and Providence Plantations
RI Division of Purchases
Capital Hill
Providence, RI 02908

Commodities: Computer Hardware

Buyer: Linda Roche

Phone Number: 401-222-2142 x118

RFP Number: B03530

MPA Number: 345

The following document summarizes the contract pricing, service requirements, terms and conditions associated with RFP #B03530 for Computer Hardware:

Contract Duration

The initial term of this contract will be for two (2) years, with options for three (3) additional annual extensions.

Standard Configurations will be established by DOIT with each vendor and the standard configurations and pricing will appear on each vendor website. DOIT and the Chief Purchasing Agent must approve any change to the standard configurations. (See Standard and Future Configurations)

Purchase Approvals

Purchases of all configurations above \$1500. must be approved by DOIT.

Purchases above \$5000. must be approved by the Budget Office.

Purchases above \$50,000 must be forwarded to the Division of Purchases on a Requisition.

Quotations

Vendors will supply quotations for the configurations. Quotations must be attached to the Direct Purchase Order for verification of pricing.

Price Schedules

1. A list of discounts for Desktops, Laptops and Servers is attached as Schedule A
2. A list of discounts for Off-Spec items is attached as Schedule B
3. Specifications proposed by Contractor for Desktop, Laptop and Server standard configurations is attached as Schedule C
4. A list of Value Added Services and Pricing is attached as Schedule D
5. Approved Standard Configurations and Pricing will be listed at the vendor website which is hyperlinked to the State of RI Master Price Agreement. Other vendor websites may not contain approved specifications or pricing

I. GENERAL TERMS AND CONDITIONS

Per State of RI General Law 37-2 and the specifications as put forth in RFP B03530.

II. MANDATORY TERMS AND CONDITIONS

Equipment Condition: All Equipment to be supplied by the Contractor(s) must be new Equipment. No discontinued, refurbished, rebuilt, or remanufactured computers will be accepted. (RFP Section III.A.1)

Access Numbers: Contractor(s) should maintain a live, twenty-four (24) hour toll-free or local access telephone number for all Contract Users to solicit information and place service calls. Contractor should also maintain a toll-free or local facsimile number for all equipment orders and service calls placed via fax. Prior to award, successful Contractors will be required to identify/establish one or more local or toll-free access numbers allowing long distance free calls from all State Office locations. (RFP Section III.A.2)

Online Ordering: Rhode Island requires that the Contractor(s) must implement a Contractor-managed online ordering system, including:

- Customized Rhode Island specific web page
- Ability to review product availability and purchase Computer Hardware
- Ability to perform secure transactions
- Ability to report and schedule service calls
- Ability to display and lock in the Standard configuration models available along with available upgrade options
- Full product descriptions, list prices, Rhode Island price, discounts and units of measure for all items
- Multiple User IDs and logins for authorized Contract Users

- Compliance controls (including restricted access to Contract Users to a limited set of items and/or end-user supervisory approvals)
 - Ability to track order status
 - Ability for invoice management
- (RFP Section III.A.3)

Fill-Rate Requirements: Contractor(s) should maintain a fill rate of 99% for standard configuration items. The selected Contractor(s) should also maintain a 98% fill rate on the off spec items. (Fill rate is defined as the total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order). (RFP Section III.A.4)

Customer Service: Contractor(s) should provide a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during Contractor's operating hours. All service representatives should have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, Statewide Contract pricing, contracted product offerings/exclusions, billing questions or issues, Contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or toll free number preferred). (RFP Section III.A.5)

Product Availability: Contractor(s) must agree that there will be no cancellation of standard configuration products used without an equal and acceptable replacement approved by the designated State of Rhode Island representative during the term of the Contract. Contractor(s) must communicate manufacturer's discontinuation of any standard configuration products to the Contract officer in writing within five (5) business days. In such instances, Contractor(s) must work with the Division of Purchases Official(s) to identify and implement alternative options that shall maintain or reduce costs associated with replacement SKUs. Contractor(s) will be prepared to offer detailed quarterly reports, if requested by the State, displaying removed SKUs off of the standard configuration products and suggested replacements. Contractor(s) shall offer suggested replacements of discontinued products at least 30 days prior to discontinuation, including replacement part number, description, list price, applicable discount, and final price. (RFP Section III.A.6 & subsequently Addendum 3)

Standard and Future Configurations: The Contractor must allow the State to update standard configurations at will to keep up with evolving technology. Standard configurations will be reviewed periodically and updated on a mutually agreed upon basis. Recommended additions and deletions will be reviewed with Purchasing and revisions to the standard configurations may follow, if agreed to by the Chief Purchasing Agent. The Contractor must agree to update these standard configurations periodically as determined by the State. (RFP Section III.A.7)

Product Acceptance: Contractor(s) must allow the State to "Acceptance Test" the equipment for functional and technical compatibility to the State's IT environment. If

incompatibilities are found at any time within 30 days of delivery, the State will return the equipment to the Contractor at no charge (RFP Section III.A.8 & subsequently Addendum 3)

Equipment Returns: Any materials delivered in poor condition, in excess of the amount authorized by the ordering customer or not ordered by the ordering customer may, at the discretion of the ordering customer, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods should be made within two (2) business days once Contractor receives returned goods. A returned goods authorization procedure shall be agreed upon prior to award. (RFP Section III.A.9)

Quality Assurance Guarantees: Contractor(s) shall guarantee that its products will be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturers' warranties. The Contractor should guarantee that all components of the products are OEM components and are covered by OEM warranties, and that no additional or replacement parts have been installed into or removed from the computer hardware system after it has left the factory. The Contractor(s) shall agree to repair and/or replace immediately without charge (including freight both ways) to Contract Users, any product or part thereof, which proves to be defective or fails within the warranty period as specified. In the event that the standard configuration SKU's are discontinued, Contractor(s) should provide quality assurance documentation that are acceptable to the State. This quality assurance documentation should detail the testing performed on the performance and continuity of the system. (RFP Section III.A.10 & subsequently Addendum 3)

Site Delivery: Contractor(s) or assignee should make delivery of each order to an inside location (e.g. warehouse, Desktop, etc.) as directed by the ordering customer. Contractor(s) must comply with parking and delivery requirements (times, locations, permits, etc.) of the ordering customer. Contractor will obtain "ship to" information from each participating customer. (RFP Section III.A.12)

Delivery Date: The Contractor(s) must deliver the Products, and Software ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Contract, or within fourteen (14) days After Receipt of the Order (ARO) if no date is specified. If delivery of all Products and Software is not completed within the time specified, the State may cancel the Contract or any individual Order without further obligation. The State may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. The Contractor must also provide rush deliveries as required by the State. Additionally, the Contractor must also provide staggered deliveries for larger orders as required by the State. (RFP Section III.A.13)

Shipping: A packing label must be on each box and should include the following items, visible on the outside of the box:

- Contractor order number
- Rhode Island personnel customer contact person
- Ordering customer's name and unit (department, agency, division, etc.)

- Delivery address (with floor and room number, where appropriate)
- Telephone number
- Rhode Island purchase order number

A packing slip must also be included with each shipment, and should include at least the following information in no particular order:

- Rhode Island purchase order number
- Line item description(s)
- Product item number(s)
- Quantity ordered
- Quantity included in shipment
- Status of back order items
- Unit Price
- Number of parcels
- All information contained on the packing label

(RFP Section III.A.14)

Warranty: In this Contract, the standard “Warranty” of Equipment will mean: (1) parts necessary to keep the Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) Any necessary shipment and insurance costs; and (3) Any Software and Firmware maintenance costs.

All Desktops and Laptops purchased under this Contract will include a three (3) year NBD parts Warranty, while Servers will have a 4 Hour Parts-in-hand Warranty. Warranties will commence after equipment acceptance, except as otherwise agreed upon as part of an upgrade option on the original purchase of the product.

Where On-Site Warranty is specified, the upgrade price will also include all labor, travel, factory overhaul, rehabilitation as well as any substitute equipment. The Principal Period of Maintenance (PPM), for Desktops and Laptops will be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State/Institutions of Education holidays. PPM for Servers will be 24x7. Warranties with longer PPM’s may be purchased. The Contractor will provide the State with designated points-of-contact and make arrangements to enable its Warranty representative to receive such notification or other continuous telephone coverage to permit the State to make such contract.

If it is necessary to remove any Equipment from a State location where On-site Warranty is specified, the Contractor will provide substitute Equipment at the time of removal. Substitute Equipment will be comparable to the Equipment removed. In instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor will be responsible for all costs of the Equipment from the time it leaves the State site until it is returned to the State site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor. In the case of State

owned computer hardware, replacement parts installed will become the property of the State.

All software and firmware will be considered an integral Component of the equipment and the Contractor will respond to all requests for warranty service for any failure of said Equipment. The Contractor's responsibility will be limited to hardware/software that was sold to the customer by the Contractor. (RFP Section III.A.16 and subsequently Addendum 1)

Invoicing: The Contractor should remit each invoice to the ordering entity, or Contract User. The Contractor will issue invoices, identifying at a minimum, the components listed below. (RFP Section III.A.17)

- 1) Manufacturer's product number
- 2) Product description and specifications
- 3) Price per unit
- 4) Quantities of merchandise
- 5) PO#
- 6) Extended price
- 7) Date ordered
- 8) Date delivered
- 9) Listing of returns

Mercury: In accordance with the Rhode Island Mercury Reduction and Education Act (Rhode Island General Law Chapter 23-24.9), the goal of which is the virtual elimination of both the use and the release of mercury, the State has determined that any Contract resulting from this RFP must meet the following requirements:

- Contractor(s) must, upon the purchase of any item known to contain mercury, advise purchasers that mercury items must be disposed of properly, and include relevant information on appropriate state Contracts for the collection and recycling of mercury items.
- Contractor(s) must agree to work with the State at any time during the Contract term to otherwise limit or eliminate the sale of mercury-containing products or other toxic products based on mutual agreement between the State and the Contractor.
- Contractor(s), in their reports to the State, must identify all products sold through this Contract known to contain mercury as well as other information as required by the State.

It is desirable that Contractors notify manufacturers and suppliers of Rhode Islands' mercury elimination goal, request that manufacturers and suppliers identify all mercury-containing products sold by the Contractor, and work with manufacturers and suppliers to develop non-mercury alternative products. (RFP Section III.A.18)

Title (Equipment/Software/Firmware): Clear and unrestricted title to all equipment purchased under this Contract will pass to the State upon payment of the purchase price.

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. (RFP Section III. A.19)

Term of License: All licenses granted under this Contract are purchased on a nonexclusive, irrevocable perpetual license basis and will commence upon the acceptance of the software Product by the State. Notwithstanding the foregoing, the State may terminate the license at anytime. All licenses granted to the State are for the use of the software Product at the State's computing facilities at the sites identified in any executed Attachment or Order referencing this Contract. This license is perpetual and in no event will Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder. (RFP Section III.A.20)

Test Samples: When requested, Contractors will be required to supply sample products in sufficient quantities for testing purposes when requested. Samples should be provided within four (4) days of request by Contract Users. (RFP Section III.A.22)

Reporting Requirements: Contractors must provide quarterly and annual reporting on Rhode Island spending. Reporting is due within ten (10) working days after the close of the respective billing period. Late delivery or non-delivery of required reports may result in cancellation of the award and in preclusion from bidding on any future requirements. Reporting must be provided in an electronic spreadsheet or database format (such as Microsoft Excel) both at the Agency/Institution/Municipality level, as well as System level. Usage Reporting should capture the following detail for each Computer Hardware product purchased or leased:

- PO #
- Order #
- Invoice Date
- Order Date
- Agency/Institution/Municipality
- Product Type
- Product Line
- Model Number
- Standard Configuration #
- Component Type
- SKU#
- SKU Description
- Quantity
- Unit Index Price on order date
- Discount
- Unit extended price on order date

Contractor will also provide Service Reporting on a quarterly and annual basis that captures the following detail:

- Service Calls per Computer Hardware type
- Average Service Call Response Time
- Customer Satisfaction
- Hardware Failures

In addition to these standard reports, Contractor(s) is required to provide, at no additional cost to Rhode Island, supplemental reports related to Rhode Island spending on an as-needed basis. (RFP Section III.A.23)

Product Promotions: Contractor(s), at his/her discretion, is allowed to sponsor product / service promotions during the Contract term or any extensions thereof under the following conditions:

- 1) The Contractor is required to provide in writing to the State, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
- 2) The Contractor is required to identify in writing, the exact products / services covered in the promotion, and
- 3) The Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and\
- 4) In the event that the promotional product discount is higher than the Contract discount for the same product, the Contractor is required to extend the higher discount to the State

(RFP Section III.A.24)

III. TERMS AND CONDITIONS GOVERNING PRICING

Term of Pricing: Rhode Island is requesting a discount-off-list pricing methodology. The Rhode Island price will be calculated by applying a discount percentage to prices listed on the Contractor's website, the manufacturer's suggested retail price (MSRP), or a referenced, publicly available price list. While price adjustments will be allowed as the referenced price list changes on any selected item, or as configurations are updated to keep up with evolving technology, the percentage discount rate will not change during the life of the Contract. (RFP Section IV.A.8)

Pricing will Reflect the DELIVERED Price: All items will be priced inclusive of any packaging, shipping and delivery charges. Size of order and/or delivery location will have no impact on pricing. Standard delivery and shipping requirements are outlined in RFP Section III.A.12-14

Taxes: All pricing proposed will be exclusive of any taxes charged to Rhode Island. Sales to the State of Rhode Island are exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries pursuant to this Contract

will be free of Federal excise and transportation tax charges. Contractor is subject to all Federal, State and Local taxes, as applicable. (RFP Section IV.A.3)

Term of Contract: It is the intention of the State to establish (a) Contract(s) with an initial term of two (2) years, with options for three (3) additional annual extensions. All unit pricing should be based upon a two (2) year Contract term. (RFP Section IV.A.4)

Additional Charges: Service fees or additional costs not covered in this RFP will not be invoiced to Contract Users during the term of this Contract. There will be no “small order”, “minimum order”, or “special order” charges or surcharges. (RFP Section IV.A.5)

No Return Fee for Errors: There will be no return fees for inaccuracies or other errors on the part of the Contractor or the State. (RFP Section IV.A.6)

Rush Charges Due to Errors: Any Contractor’s error (e.g., stock-outs, etc.) resulting in a rush delivery requirement will not incur additional rush charges. (RFP Section IV.A.7)

Date used for Discounted Price Calculations: The date of index pricing with respect to discounts will be order date and NOT the quote date. (RFP Section IV.A.9)

Future Configuration Pricing: The percentage discount off index for each of the standard configurations will be applicable to all future configurations that replace current ones, as stipulated in Section III.A.7 of RFP # B03530 (RFP Section IV.A.10)

IV. ADDITIONAL TERMS AND CONDITIONS

The Contract will be bound by the above terms and any written responses submitted to the State of Rhode Island as a result of RFP# B03530. The above Terms and Conditions, Attached Schedules, RFP responses, Clarification responses, and all written negotiation material related to RFP# B03530 will collectively constitute a contract with the State of Rhode Island.

This award and resulting contract are issued in accordance with the specific requirements described herein and the State's Purchasing Law and Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

State of Rhode Island RFP#B03530
Schedule A - Standard Configuration Discount %

Type	Configuration	Index	Current Pricing	
			\$	% Discount off Index
Desktops	Config 1	\$ 1,551	\$ 930.60	40%
	Config 2	\$ 1,670	\$ 901.80	46%
	Config 3	\$ 1,969	\$ 1,142.02	42%
Upgrade Options	Config 1	-	-	20%
	Config 2	-	-	20%
	Config 3	-	-	20%
Laptop	Config 1	\$ 2,065	\$ 1,362.90	34%
	Config 2	\$ 2,145	\$ 1,372.80	36%
	Config 3	\$ 2,456	\$ 1,522.72	38%
Upgrade Options	Config 1	-	-	20%
	Config 2	-	-	20%
	Config 3	-	-	20%
Servers	Config 1	\$ 4,657	\$ 2,887.34	38%
	Config 2	\$ 7,487	\$ 4,567.07	39%
	Config 3	\$ 45,674	\$ 29,688.10	35%
Upgrade Options	Config 1	-	-	25%
	Config 2	-	-	25%
	Config 3	-	-	25%

State of Rhode Island RFP#B03530
Schedule B - Off-Spec Pricing Discount %

[illegible]

Bidder Name: IBM Corporation

Desktop Specifications		
Configuration	Components	Bidder Recommendation
Desktop Configuration 1 (Low Range)	Processor	IBM M50 Pentium 4
	Processor Speed	2.8 Mhz
	FSB	533 Mhz
	Chassis	Tower
	Cache	512 K
	Memory	512MB, 333 Mhz DDR
	Keyboard	PS2 Keyboard, No Hot Keys
	Monitors	IBM 15 inch LCD Flat Panel
	Video Board	Integrated Video
	Boot Hard Drive	40GB ATA-100 7200 RPM
	Floppy Drive	1.44MB 3.5 inch Floppy Drive
	Operating System	Windows XP Professional
	Mouse	USB Optical Scrolling mouse
	Network Adapters (NICs)	10/100NIC
	1st Removable Media	CDRW-DVD Reader
	1st Removable Speed	48X
	I/O Ports	Min of 4, with 2 in front on remainder in the back
	PCI Slots	Min of 1 open
	Audio Solutions	Embedded Sound Blaster Compatible
	Speakers	Internal Audio Speaker
	Documentation	Resource CD contains Diagnostics and Driver
	Energy Star Label	Energy Star Label
	Date Through Which System Will Be Available	December 31st, 2004
	Warranty	3 years online Next Business Day 8-5 Parts and labor

Bidder Name: IBM Corporation

Desktop Specifications		
Configuration	Components	Bidder Recommendation
Desktop Configuration 2 (Mid Range)	Processor	Pentium 4
	Processor Speed	2.6GHz w/ hyper thread technology
	FSB	800MHz
	Chassis	Tower
	Cache	512K Cache
	Memory	512MB, NONECC, 400MHz DDR, 2 DIMMS
	Keyboard	PS/2 Keyboard, No Hot Keys
	Monitors	17 inch Flat Panel
	Video Board	Integrated Video
	Boot Hard Drive	40GB EIDE 7200RPM
	Floppy Drive	1.44MB 3.5 inch Floppy Drive
	Operating System	Windows XP
	Mouse	USB Optical with scroll
	Network Adapters (NICs)	10/100
	1st Removable Media	CDRW-DVD Reader
	1st Removable Speed	48X
	I/O Ports	Min of 4, with 2 in front on remainder in the back
	PCI Slots	Min of 1 open
	Audio Solutions	Embedded Sound Blaster Compatible
	Speakers	Internal Audio Speaker
Desktop Configuration 1 (Low Range)	Documentation	Resources CD contains Diagnostics and Driver
	Energy Star Label	Energy Star Label
	Date Through Which System Will Be Available	December 31st, 2004
	Warranty	3 YR NBD Parts and labor

Bidder Name: IBM Corporation

Desktop Specifications		
Configuration	Components	Minimum Requirements
Desktop Configuration 3 (High Range)	Processor	Pentium 4
	Processor Speed	3.2 GHz w/ Hyper threading
	FSB	800 MHz
	Chassis	Tower
	Cable	512K
	Memory	1GB DDR Non-ECC SDRAM, 400 MHz, 2 DIMMs
	Keyboard	PS/2 Keyboard, No Hot Keys
	Monitors	17 inch Flat Panel
	Video Board	Integrated Video/ 128 MB NVIDIA GeForce 5200G
	Boot Hard Drive	80 GB IDE 7200 RPM
	Floppy Drive	1.44 MB Inch Floppy Drive
	Operating System	Windows XP
	Mouse	USB Optical with scroll
	Network Adapters (NICs)	10/100
	1st Removable Media	CDRW-DVD Reader
	1st Removable Speed	48X
	I/O Ports	Min of 4, with 2 in front on remainder in the back
	PCI Slots	Min of 1 open
	Audio Solutions	Embedded Sound Blaster Compatible
	Speakers	Internal Audio Speaker
	Documentation	Resources CD contains Diagnostics and Drivers
	Energy Star Label	Energy Star Label
	Date Through Which System Will Be Available	
	Warranty	3YR NBD Parts
		3 years onsite Next Business Day 8-5 Parts and Labor

Please provide requested specifications for each standard desktop configurations that meet or exceed the minimum requirements provided.

Components	Bidder Recommendation
Processor	IBM M50 Pentium 4
Processor Speed	3.2 GHz w/ Hyper threading
FSB	800 MHz
Chassis	Tower
Cable	512K
Memory	1GB DDR Non-ECC RAM, 400 MHz, 2 DIMMS
Keyboard	PS/2 Keyboard
Monitors	IBM 17 inch Flat Panel Monitor
Video Board	AGP 128MB
Boot Hard Drive	80GB ATA-100, 7200 RPM
Floppy Drive	1.44MB 3.5 inch Floppy Drive
Operating System	Windows XP Professional
Mouse	USB Optical Scrolling mouse
Network Adapters (NICs)	10/100NIC
1st Removable Media	CDRW-DVD Reader
1st Removable Speed	48X
I/O Ports	2 USB ports on front, 6 on back
PCI Slots	4 slots, open AGP, 3 open PCI
Audio Solutions	Embedded Sound Blaster Compatible
Speakers	Internal Audio Speaker
Documentation	Resources CD contains Diagnostics and Drivers
Energy Star Label	Energy Star label included
Date Through Which System Will Be Available	March 31st, 2004
Warranty	3 years onsite Next Business Day 8-5 Parts and Labor

Schedule C - Standard Laptop Specification

Bidder Name:

IBM Corporation

Laptop Specification			
Configuration	Components	Minimum Requirements	Bidder Recommendation
Laptop Configuration 1 (Low Range)	Processor	Pentium M	IBM R51, Pentium M
	CPU Speed	1.6 GHz	1.6 GHz
	Cache	256K	1MB On die cache
	Memory	512MB DDR SDRAM, 2 DIMMS	512MB DDR SDRAM, 2 DIMMS
	Hard Drive	30GB Hard Drive, 5400 RPM	40GB Hard Drive, 4200 RPM
	Dedicated Video Memory	None	32MB discrete graphics
	Operating System	Windows® XP Professional SP1 With Media	Windows® XP Professional
	Modem	Internal 56K Modem	Internal 56K Modem
	Network Card	10/100 Ethernet Connector	10/100/100 Gigabit ethernet
	Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	USB Floppy included
	Fixed Optical Device Options	CDRW-DVD Reader	CDRW-DVD Reader
	Fixed Optical Device Speed	24X	24X
	Display	15 in SXGA Display	15 inch SXGA Display
	Battery Type	Lithium-Ion	Lithium-Ion Battery
	Minimum Battery Life	4hrs	4 hrs
	Warranty	3 Year NBD Parts	3 year Depot Warranty, onsite pickup and delivery
	Carrying Case	Nylon Deluxe Case	Nylon Deluxe Case
	Weight in lbs	<8 lbs	<6.6 pounds
Date Through Which System Will Be Available			April 30th, 2005
Other		WLAN (802.11b, 54Mbps) miniPCI Card, Optical Mouse with scroll	Intel 802.11b wireless, centino/optical mouse

Schedule C - Standard Laptop Specification

Bidder Name:

IBM Corporation

Laptop Specification			
Configuration	Components	Minimum Requirements	Bidder Recommendation
Laptop Configuration 2 (Mid Range)	Processor	Pentium M	IBM R5J, Pentium M
	CPU Speed	2.2 GHz	1.6 GHz
	Cache	256K	1MB On die cache
	Memory	512MB DDR SDRAM, 2 DIMMS	512MB DDR SDRAM, 2 DIMMS
	Hard Drive	40GB Hard Drive, 5400 RPM	40GB Hard Drive, 5400 RPM
	Dedicated Video Memory	None	32MB discrete graphics
	Operating System	Windows® XP Professional SP1 With Media	Windows XP Professional
	Modem	Internal 56K Modem	Internal 56K Modem
	Network Card	10/100 Ethernet Connector	10/100/100 Gigabit ethernet
	Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	USB Floppy included
	Fixed Optical Device Options	CDRW-DVD Reader	CDRW-DVD Reader
	Fixed Optical Device Speed	24X	24X
	Display	15 in UXGA Display	15 inch SXGA Display
	Battery Type	Lithium-Ion	Lithium-ion Battery
	Minimum Battery Life	4hrs	4 hrs
	Warranty	3 Year NBD Parts	3 year Depot Warranty, onsite pickup and delivery
	Carrying Case	Nylon Deluxe Case	Nylon Deluxe Case
	Weight in lbs	3-6 lbs	6.6 pounds
Date Through Which System Will Be Available			April 30th, 2005
Other		WLAN (802.11b, 54Mbps) miniPCI Card, Optical Mouse with scroll	Intel 802.11b wireless, centric/optical mouse

Schedule C - Standard Laptop Specification

Bidder Name:

IBM Corporation

Laptop Specification		
Configuration	Components	Minimum Requirements
Laptop Configuration 3 (High Range)	Processor	Pentium M
	CPU Speed	2.4 GHz
	Cache	256K
	Memory	1 GB DDR SDRAM, 2 DIMMS
	Hard Drive	60GB Hard Drive, 5400 RPM
	Dedicated Video Memory	None
	Operating System	Windows® XP Professional SP1 With Media
	Modem	Internal 56K Modem
	Network Card	10/100 Ethernet Connector
	Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed
	Fixed Optical Device Options	CDRW-DVD Reader
	Fixed Optical Device Speed	24X
	Display	15in SXGA Display
	Battery Type	Lithium-Ion
	Minimum Battery Life	6hrs
	Warranty	3 Year NBD Parts
	Carrying Case	Nylon Deluxe Case
	Weight in lbs	3-6.5 lbs
Date Through Which System Will Be Available		
Other		WI-AN (802.11b, 54Mbps) miniPCI Card, Optical Mouse with scroll
		IBM RS1, Pentium M
		1.7 GHz
		1MB On die cache
		1GB DDR SDRAM, 2 DIMMS
		60GB Hard Drive, 4200 RPM
		32MB discrete graphics
		Windows XP Professional
		Internal 56K Modem
		10/100/100 Gigabit ethernet
		USB Floppy included
		CDRW-DVD Reader
		24X
		15 inch SXGA Display
		Lithium-Ion Battery
		4 hrs; extended battery can reach over 6 as option
		3 year Depot Warranty, onsite pickup and delivery
		Nylon Deluxe Case
		6.6 pounds
		April 30th, 2005
		Intel 802.11b wireless, centrinio/optical mouse

State of Rhode Island RFP#B03530
Schedule C - Standard Server Specification

Bidder Name: IBM Corporation

Server Specifications		
Configuration	Components	Minimum Requirements
Server Configuration 1 (Low Range)	Number of U's	1
	Chassis	Rack
	Max # of Processors	2
	Included # of Processors	1
	Processor Speed	Intel Pentium 4 2.0 GHz
	L2 Cache size	512K
	Max Memory	4GB
	Included Memory	1GB
	Included Hard Drives (SCSI)	36GB
	Hard Drive Speed	10K RPM
	Max Internal Capacity	438 GB
	# Drive Bays	3
	# External Bays	2
	Primary Controller	RAID 5, Dual Channel
	Network card	QLOGIC Fiber Channel for SAN, 2 Gigabit, 1 Port
	Fixed Optical Device	CDROM
	Optical Device Speed	24X
	Redundant Hot Plug Power Supply	Yes, included
Server Configuration 2 (High Range)	Number of PCI Slots	2 Total, at least 1 Hot Plug
	Remote Management Card	Yes, included
	Operating System	None
	Deployment Rails	Included
	Warranty	4 Hour/Part in Hand
		Bidder Recommendation
		1
		Rack
		2
		1
		Intel Xeon 2.8 GHz
		512KB
		8GB
		1.5GB
		36.4GB
		10K RPM
		293.6 GB
		2
		2
		LSI Logic 59C1020 Single Channel
		Dual Integrated 10/100/1000 Broadcom Ethernet/ IBM TotalStorage FC2-133 Host Bus Adapter 2 Gigabit, 1 Port
		CDROM
		24X
		No Not available
		2 Slots, not hot plug
		IBM Integrated ISMP
		None
		Included
		24x7x4

State of Rhode Island RF#B03530
Schedule C - Standard Server Specification

Bidder Name: IBM Corporation

Server Specifications			
Configuration	Components	Minimum Requirements	Bidder Recommendation
Server Configuration 2 (Mid Range)	Number of U's	2	2
	Chassis	Rack	Rack
	Max # of Processors	2	2
	Included # of Processors	1	1
	Processor Speed	Intel Xeon 2.0Ghz	Intel Xeon 2.8 GHz
	L2 Cache size	512K	512KB
	Max Memory	16GB	8GB
	Included Memory	2GB	2.5GB
	Included Hard Drives (SCSI)	3 x 73GB, (RAID 1, with 1 hot spare)	3 x 73GB (RAID 1, with hot spare)
	Hard Drive Speed	10K RPM	10K RPM
	Max Internal Capacity	438GB	880GB
	# Drive Bays	5	6
	# External Bays	2	2
	Primary Controller	RAID 5, Dual Channel	SERVRAID 6i/ADAPTER, Dual Channel
	Network card	QLOGIC Fiber Channel for SAN; 2 Gigabit, 1 Port	Dual Integrated 10/100/1000 Broadcom/Ethernet/ IBM TotalStorage FC2-133 Host Bus Adapter 2 Gigabit, 1 Port
	Fixed Optical Device	CDROM	CDROM
	Optical Device Speed	48X	48X
	Redundant Hot Plug Power Supply	Yes, included	Yes, Included
	Number of PCI Slots	4, at least 1 Hot Plug	5, 2 hot Plug
	Remote Management Card	Yes, included	IBM Integrated ISMP
	Operating System	None	None
	Deployment Rails	Included	Included
	Warranty	4 Hour/Part in Hand	24x7x4

State of Rhode Island RFP#B03530
Schedule C - Standard Server Specification

Bidder Name: IBM Corporation

Server Specifications		
Configuration	Components	Minimum Requirements
Server Configuration 3 (High Range)	Number of U's	5
	Chassis	Rack
	Max # of Processors	8
	Included # of Processors	4
	Processor Speed	Intel Xeon 2.8 GHz
	L2 Cache size	2MB
	Max Memory	32GB
	Included Memory	4GB
	Included Hard Drives (SCSI)	NA
	Hard Drive Speed	NA
	Max Internal Capacity	730 GB
	# Drive Bays	6
	# External Bays	2
	Primary Controller	RAID 5, Dual Channel
	Network card	QLOGIC Fiber Channel for SAN; 2 Gigabit, 1 Port
	Fixed Optical Device	CDROM
	Optical Device Speed	48X
	Redundant Hot Plug Power Supply	Yes, included
	Number of PCI Slots	6 - 64bit/100MHz PCI-X
	Remote Management Card	Yes, included
	Operating System	None
	Deployment Rails	Included
	Warranty	4 Hour/Part in Hand

Please provide requested specifications for each standard laptop configurations that meet or exceed the minimum requirements provided.

Bidder Recommendation

4

Rack

8

4

Intel Xeon 3.0 GHz

4MB Level 3, 64MB Level 4

32 MB (64MB in the 8-way)

4GB

NA

NA

293.6GB

2

2

LSI Logic Wide U320

Dual Integrated 10/100/1000 Broadcom/Ethernet/IBM Total Storage PC2-133

Host Bus Adapter 2 Gigabit, 1 Port

Hot swappable UltraBay 2000 DVD ROM

8X

Yes, Included

6 - 64bit/2-66mhz/2-100mhz, 2-133mhz PCI-X

Yes, Remote Supervisor Adapter 2

None

Included

24x7x4

Example →

Service Type	Index Name (Website etc.)	Current Index List Price	Contract Year Length	Pricing			Description
				State Agency Discount	Educational/Higher Ed Discount	K-12 Discount	
Asset Discovery/Tracking	Web	\$ 500.00	1	69.00%	82.00%	90.00%	Physical Hardware/Software Discovery Asset Tracking and Software Metering
Installation	www.ibm.com/products	\$ 100.00	2	29.00%	29.00%	29.00%	PC unpacking, set up, connection to network, removal of packing. http://www.ibm.com/services/its/us/sourcefirstgea.pdf. This price of \$71. is for quantity of 1 installation. IBM will entertain deeper discounts for larger installation projects.
Asset Tagging	www.ibm.com/products	\$ 10.00	2	30.00%	30.00%	30.00%	Asset tagging as described within response.
Asset Discovery/ Tracking	Included in response	\$	2	0.00%	0.00%	0.00%	IBM Information Center-Asset tracking-no cost on IBM hardware, non IBM Clients \$12. Server module is \$1300 one time fee. IBM also has IBM Director and Tivoli offerings we can prepare for you.
Imaging	www.ibm.com/products	\$ 25.00	2	64.00%	64.00%	64.00%	IBM image load of customer supplied and tested image. Discounts for other image services vary.
De-installation	See Comments			0.00%	0.00%	0.00%	IBM can provide Services for De-installation as requested via IBM Global Services or IBM can arrange a relationship with a mutually supported vendor. De-installation included if a part of IBM Installation
Hard Drive Cleaning	See Comments	\$22.00/hard file		0.00%	0.00%	0.00%	Pricing for IBM Global Financing's ARS 3X High Security Optional services performed at IGR's designated location. Note IBM Secure Data Disposal is ThinkVantage tool included on PC and Laptop Clients at no addl cost, see TCO.
Disposition	www.ibm.com/products	\$28/lb-36/lb		0.00%	0.00%	0.00%	Pricing is for disposal via dismantle and scrap. Product with value can generate revenue under our Fixed Price Take Out or Shared Revenue Component of Asset Recovery Solutions.